cupações quanto aos meios de autenticação na utilização da assinatura eletrônica nos EUA.

Ou seja, seria possível a adesão à cláusula arbitral[52] por meio de uma assinatura eletrônica?

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when relying on an entirely electronic system. In Ruiz v. Moss Bros. Auto Group, Inc. [pdf] (Case No. E057529), the Court refused to enforce an employer's arbitration agreement, finding that the employer did not present sufficient evidence that the electronic signature on the arbitration agreement was 'the act' of the employee. The employee filed a putative class action complaint alleging a variety of wage and hour violations including a failure to pay overtime and other wages for all hours worked and a failure to provide meal and rest breaks. The employer petitioned for an order to compel arbitration of the employee's individual claims based on an arbitration agreement that the employee had electronically signed. In support of its petition, the employer argued that under the signature and date section of the arbitration agreement, the phrases 'Ernesto Zamora Ruiz (Electronic Signature)' and '9/21/2011 11:47:27 AM' appeared. The employer also provided a declaration from its business manager asserting that the employee electronically signed the agreement. While the Court admitted that an electronic signature has the same legal effect as a handwritten signature, it stated that any writing must still be authenticated. A proponent of an electronic signature may authenticate the signature by showing that 'the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable.' The employee argued that he did not recall signing the arbitration agreement and that the employer failed to provide that the electronic signature was an 'act attributable' to the employee. The Court agreed with the employee, finding that the employer's declaration did not provide details on how the employer verified that the employee electronically signed the agreement. While the employer explained that each employee is required to log into the HR system with a unique login ID and password in order to review and electronically sign the agreement, the Court found that the business manager did not explain how such an electronic signature could only be placed by the employee. The Ruiz v. Moss Bros. Auto Group, Inc. decision signals a new argument that Plaintiffs' counsel may use to invalidate arbitration agreements. As such, employers should evaluate the manner and means by which they obtain electronic signatures from employees and ensure that such signatures can be verified and attributable to the employee if questioned in Court".

52. Exemplo de cláusula arbitral firmada em contrato:

Todas as questões relativas à interpretação e ao descumprimento das obrigações previstas neste Contrato serão submetidas à arbitragem, de acordo com as regras de arbitragem para decisão definitiva da Câmara [**inserir nome**], em procedimento a ser administrado pela câmara eleita.

Parágrafo Primeiro: O Tribunal Arbitral será formado por 3 (três) árbitros, sendo um nomeado pela CONTRATADA, o outro pela CONTRATANTE, e o terceiro pelos dois árbitros indicados.

Parágrafo Segundo: Na hipótese dos árbitros indicados pelas Partes não chegarem a um consenso quanto ao terceiro árbitro no prazo de 10 (dez) dias, contado da data da nomeação do segundo árbitro, o terceiro árbitro será indicado pela câmara eleita, no prazo máximo de 10 (dez) dias da data em que se verificar o impasse.

Parágrafo Terceiro: A sentença arbitral a ser prolatada pelo Tribunal Arbitral poderá ser levada a qualquer tribunal competente para determinar a sua execução.

Parágrafo Quarto: Caso as regras procedimentais da Câmara [**inserir nome**] sejam silentes acerca de qualquer aspecto procedimental, tais regras serão suplementadas pelas disposições das Leis ns. 13.129/2015 e 9.307/1996.